

Message Text

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FRANK LEBER, TIFFANY INDUSTRIES, INC., 100
PROGRESS PARKWAY, MARYLAND HEIGHTS, MISSOURI,
63943, (314) 878-4222

DRAFTED BY AF/W:GMITCHELL:MB
APPROVED BY AF/W - JOHN L. LOUGHRAN

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P 131727Z JUL 74
FM SECSTATE WASHDC
TO AMEMBASSY LAGOS PRIORITY

UNCLAS STATE 151972

E.O. 11652: NA
TAGS: BPRO, NI
SUBJECT: TIFFANY INDUSTRIES/MWSG AGREEMENT
EMBASSY REQUESTED PASS FOLLOWING MESSAGE TO ROY BLANTON,
TIFFANY INDUSTRIES REPRESENTATIVE, BRISTOL HOTEL, LAGOS.

BEGIN TEXT:

THE FOLLOWING LETTER IS REQUIRED AND WILL BE ACCEPTABLE IF
SIGNED EXACTLY AS IT IS AND RETURNED TO US. THE BONDING
COMPANY REQUIRES THESE CLARIFICATIONS IN ORDER TO GRANT
THE BOND. THIS INTERPRETIVE LETTER WILL BE SUFFICIENT AND
NO FORMAL AMENDMENT WILL BE REQUIRED.

IT MAY BE SIGNED BY EITHER THE SOLICITOR GENERAL OR THE
PERMANENT SECRETARY.

TIFFANY INDUSTRIES, INC.
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100 PROGRESS PARKWAY
MARYLAND HEIGHTS, MO. 63943
ATTN: MR. JOE SIMPKINS:

THIS LETTER IS WRITTEN AS AN INTERPRETIVE LETTER CLARIFYING CERTAIN OF THE CLAUSES, TERMS AND PROVISIONS OF THE AGREEMENT OF MAY 25, 1974 BETWEEN TIFFANY INDUSTRIES, INC. (VENDOR) AND THE PERMANENT SECRETARY, MINISTRY OF AGRICULTURE AND NATURAL RESOURCES, MIDWESTERN STATE OF NIGERIA AND THE

GOVERNMENT OF THE MIDWESTERN STATE OF NIGERIA (PURCHASER). PLEASE BE ADVISED THAT THE FOLLOWING CLAUSES, TERMS AND PROVISIONS OF SAID AGREEMENT HAVE THE FOLLOWING MUTUALLY AGREED UPON AND INTENDED MEANING AND EFFECT:

CLAUSE I (A). ALL PARTIES AGREE THAT EQUIPMENT MANUFACTURERS MAY MAKE MODIFICATIONS OR IMPROVEMENTS IN THE ITEMS DESCRIBED IN THE SPECIFICATIONS. IN THE EVENT ANY SUCH CHANGE IS DEEMED NECESSARY, VENDOR SHALL SUBMIT A FULL DESCRIPTION TO PURCHASER IN WRITING, FOR PURCHASER'S APPROVAL.

CLAUSE II (B). NO COMMITMENT IS MADE BY VENDOR TO PROVIDE SERVING STAFF AT ITS EXPENSE AFTER THE TWO YEAR PERIOD UNLESS COSTS OF SERVING STAFF ARE INCLUDED IN AND APPROVED BY PURCHASER AS PART OF THE ANNUAL BUDGET.

CLAUSE III (C). THE SIX ANNUAL PAYMENTS REFERRED TO IN THE AGREEMENT TO VENDOR OF THE 70 PERCENT BALANCE SHALL BE SIX EQUAL ANNUAL PAYMENTS AND SHALL FIRST BE MADE FROM ANY PROFITS REALIZED FROM THE FARMING OPERATIONS, BUT IF SUCH PROFITS ARE INSUFFICIENT TO COVER ANY SUCH ANNUAL PAYMENT EACH SUCH PAYMENT SHALL BE THEN MADE DIRECTLY TO VENDOR BY THE MINISTRY OF AGRICULTURE AND NATURAL RESOURCES, MIDWESTERN STATE OF NIGERIA AND THE GOVERNMENT OF THE MIDWESTERN STATE OF NIGERIA.

CLAUSE III (D). PURCHASER SHALL PROVIDE A GUARANTEE OF ANY LOAN OR LOANS NEGOTIATED OR RAISED BY VENDOR FOR THE PURPOSE OF MAKING EACH AND EVERY PAYMENT IN THE AMOUNTS AND AT THE TIMES SET FORTH IN CLAUSE III
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(C) ABOVE.

CLAUSE III (E). THIS PROVISION WAS INTENDED TO MEAN THE FOLLOWING:

THE VENDOR SHALL, UPON SIGNING OF THIS AGREEMENT, PROVIDE A PERFORMANCE BOND GUARANTEEING (A) TO SUPPLY ALL EQUIPMENT AS SPECIFIED (B) TO PAY THE COSTS OF THE REQUIRED SEVEN SERVICE STAFF INSTRUCTORS FOR A SPECIFIC PERIOD OF TWO YEARS (C) TO MANAGE THE CLEARING AND CULTIVATING A

TOTAL OF 105,000 ACRES WITHIN A SEVEN YEAR PERIOD
COMMENCING FROM DATE OF CONTRACT, AND (D) TO MANAGE THE
FARMS FOR A PERIOD NOT EXCEEDING SEVEN YEARS FROM DATE OF
CONTRACT AT AN ANNUAL COST AS BUDGETED BY VENDOR AND
APPROVED BY PURCHASER.

PLEASE ALSO RETAIN A COPY OF THIS INTERPRETIVE LETTER FOR

YOUR FILES AND SIGN AND RETURN ONE FOR MY FILES. VERY
TRULY YOURS, SOLICITOR GENERAL OR PERMANENT SECRETARY
(FOR AND ON BEHALF OF THE PERMANENT SECRETARY, MINISTRY
OF AGRICULTURE AND NATURAL RESOURCES, MIDWESTERN STATE
OF NIGERIA AND FOR AND ON BEHALFOF THE GOVERNMENT OF THE
MIDWESTERN STATE OF NIGERIA PURCHASER AND APPROVED BY:
CHAIRMAN OF THE BOARD TIFFANY INDUSTRIES, INC. (FOR AND ON
BEHALF OF TIFFANY INDUSTRIES, INC.) END TEXT. INTERESTED
PARTY. KISSINGER

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TAGS: BPRO, NI
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